BILL NO. S-81-12-16

SPECIAL ORDINANCE NO. S-302-81

AN ORDINANCE approving and Agreement between the City of Fort Wayne, Indiana, and E.Crone Knoy dba Tank Industry Consultants, for engineering services on Three (3) elevated tanks for the Water Engineering Department.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That an Agreement dated November 18, 1981, between the City of Fort Wayne, Indiana, by and through it Mayor and Board of Public Works and E. Crone Knoy dba Tank Industry Consultants, for:

> engineering services on three (3) elevated tanks for the Water Engineering Department. The engineer shall perform a detailed pre-bid inspection of the tanks (2 one million gallon elevated tanks), (1 five hundred thousand gallon elevated tank) sufficient to determine the condition of the tank interior, exterior, supporting structure, foundations, and accessories,

in the amount of $2,700.00 after review of preliminary inspection, $500.00 after completion and submission of the final drawings and specifications, and then, $310.00 per inspection which includes travel and expenses, all as more particularly set forth in said agreement which is on file in the Office of the Board of Public Works and is by reference incorporated herein, made a part hereof, is hereby in all things ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

COUNCILMAN

APPROVED AS TO FORM AND LEGALITY, DECEMBER 4, 1981

BRUCE O. BOXBERGER, CITY ATTORNEY

Read the ~~first~~ time in full and on motion by Burns, seconded by Eisbart, and duly adopted, read the second time by title and referred to the Committee City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock ___ M., E.S.T.

DATE: 12-8-81

Charles W. Westerman
CHARLES W. WESTERMAN
CITY CLERK

Read the third time in full and on motion by Burns, seconded by Talarico, and duly adopted, placed on its passage. PASSED ~~(LOST)~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	9				
BURNS	✓				
EISBART	✓				
GiaQUINTA	✓				
NUCKOLS	✓				
SCHMIDT, D.	✓				
SCHMIDT, V.	✓				
SCHOMBURG	✓				
STIER	✓				
TALARICO					

DATE: 12-22-81

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ZONING MAP)~~ ~~(GENERAL)~~ ~~(ANNEXATION)~~ (SPECIAL) ~~(APPROPRIATION)~~ ORDINANCE ~~(RESOLUTION)~~ No. S-302-81 on the 22nd day of December, 19 81.

ATTEST: (SEAL)

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

John Nuckols
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 23rd day of December, 19 81, at the hour of 10:00 o'clock A M., E.S.T.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 28th day of Dec. 19 81, at the hour of 3 o'clock P M., E.S.T.

Winfield C. Moses, Jr.
WINFIELD C. MOSES, JR.
MAYOR

BILL NO. S-81-12-16

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON City Utilities TO WHOM WAS REFERRED AN ORDINANCE approving an Agreement between the City of Fort Wayne, Indiana and E. Crone Knoy dba Tank Industry Consultants, for engineering services on Three (3) elevated tanks for the Water Engineering Departments

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

PAUL M. BURNS, CHAIRMAN

VIVIAN G. SCHMIDT, VICE CHAIRMAN

BEN A. EISBART

SAMUEL J. TALARICO

ROY J. SCHOMBURG

12-22-81
DATE

CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK

5548

SUMMARY
OF
PROFESSIONAL ENGINEERING SERVICES
FOR
THREE EVEVATED TANKS

Firm	Phase 1	Phase 2	Phase 3
Tank Industry Consultants	$2700.00	$ 500.00	310.00/Day
McNamee, Porter & Seeley	2500.00	2500.00	250.00/Day
Bonar & Associates	3500.00	2500.00	280.00/Day

Date: November 9, 1981

71-125-25 H.I
11/18/81

AGREEMENT FOR ENGINEERING SERVICES
ON ELEVATED TANKS

THIS AGREEMENT, made this 18th day of November 1981 by and between The City of Fort Wayne, Indiana, through it's Board of Public Works (hereinafter referred to as the OWNER) and E. Crone Knoy, dba Tank Industry Consultants (hereinafter referred to as the ENGINEER) to perform engineering service to repaint and repair two (2) one million gallon elevated tanks and one (1) five hundred thousand gallon elevated tank in Allen County, State of Indiana and the ENGINEER agrees to perform various professional services required for the design and execution of said project.

WITNESSETH:

That for and in consideration of the mutual covenents and promises between the parties hereto, it is hereby agreed:

SECTION A - ENGINEERING SERVICES

The ENGINEER shall furnish basic engineering services as follows:

1. The Engineer shall perform a detailed pre-bid inspection of the tank(s) sufficient to determine the condition of the tank interior, exterior, supporting structure, foundations, and accessories. A certified engineering report is to be issued concerning the findings and recommendations and cost estimates for work to be done.

2. Upon acceptance of the pre-bid inspection reports and authorization of the Chief Water Engineer, and prior to the advertisement for bids, the ENGINEER will provide not to exceed 3 copies of detailed drawings and specifications for use by the OWNER in preparing bid documents.

3. The ENGINEER will provide inspection of the work only if engaged for detailed specification & compensated for this detailed inspection as set forth in Section C. Inspection shall be conducted at the following times for each tank:

   a. At the start of the initial cleaning of the steel
   b. Upon completion of the interior sandblasting of the first area to be primed

c. Prior to the application of the finish coats of paint
d. Final inspection
e. At any other intervals agreed upon with the OWNER'S project representative.

Said inspections shall not exceed twenty four (24) in number unless authorized by the contracting body of the OWNER. The ENGINEER will furnish the OWNER'S project representative a written report of the findings of each inspection. The ENGINEER does not guarantee the performance of the contractor(s) by the ENGINEER'S performance of such detailed construction inspection. The ENGINEER'S undertaking hereunder shall not relieve the contractor of his obligation to perform the work in conformity with the drawings and specifications and in a workmanlike manner; shall not make the ENGINEER an insurer of the contractor's performance; and shall not impose on the ENGINEER and obligation to see that the work is performed in a safe manner.

4. The ENGINEER will cooperate and work closely with representatives of the OWNER and all agencies involved.

5. If engaged for inspection of the work, the ENGINEER will review and approve estimates for the progress and final payments; and will make final inspection of all construction and a written certification of final inspection to the OWNER.

6. The ENGINEER further agrees to obtain and maintain, at the ENGINEER'S expense, such insurance as will protect him and the OWNER from claims under Workmen's Compensation and from all claims for bodily injury, death, or property damage which may arise from the negligent performance by the ENGINEER or by the ENGINEER'S employees performing the ENGINEER'S functions and services required under this Agreement.

7. The ENGINEER will attend conferences with the OWNER and representatives of other interested parties at the time of the detailed inspections. If required at other times they shall be compensated for at the rate per inspection stated in Section C.

8. Upon written authorization by the OWNER, the ENGINEER will perform the pre-bid inspection services and submit said reports to the OWNER within thirty (30) days after such notice. The Detailed Technical Specifications are to be provided within fifteen (15) days after acceptance of the inspection reports, payment for same, and written notice to proceed with the provision of said Detailed Technical Specifications. If the above is not accomplished within the time period(s) specified, this Agreement may be terminated by the OWNER.

SECTION B - COMPENSATION FOR BASIC ENGINEERING SERVICES

The OWNER shall compensate the ENGINEER for basic engineering services in amount as follows in this section:

1. The sum of Two thousand seven hundred dollars ($2700.00) after the review of the preliminary inspection and engineering report by the OWNER and acceptance of the same.

2. The sum of Five hundred dollars ($500.00) payable after completion and submission of the final drawings and specifications and the acceptance of the same by the OWNER.

3. Should the project not be financed or should it be terminated by the OWNER for any reason, the ENGINEER will paid for all accomplished work to the date of notification. Partial payments will be based on actual manhours expended.

4. Terms of payment of the ENGINEER'S billings shall be NET 10 DAYS. Should the OWNER not pay the ENGINEER'S billings within 45 days after submitted, interest at the rate of one and one half percent (1 1/2%) per month shall be paid the ENGINEER.

SECTION C - COMPENSATION FOR DETAILED CONSTRUCTION INSPECTION SET FORTH IN SECTION A-3

When the ENGINEER provides detailed construction inspection, the OWNER agrees to pay the ENGINEER compensation at the rate of Three hundred and ten dollars ($310.00) per inspection which includes travel and expenses. Each inspection shall consist of a minimum of two (2) hours on the job.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in triplicate on the respective dates indicated below.

THE BOARD OF PUBLIC WORKS

Thomas W. Latchem, Chairman

Roberta Anderson Staten, Member

Betty R. Collins, Member

ATTEST:

Sandra E. Kennedy, Clerk

ENGINEER: E. Crone Knoy, PE dba, TANK INDUSTRY CONSULTANTS

E. Crone Knoy

ATTEST:

Cynthia A. Knoy

TITLE OF ORDINANCE AGREEMENT FOR ENGINEERING SERVICES ON THREE (3) ELEVATED TANKS FOR THE WATER ENGINEERING DEPARTMENT.

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

S-81-12-16

SYNOPSIS OF ORDINANCE AGREEMENT FOR ENGINEERING SERVICES ON THREE (3) ELEVATED TANKS FOR THE WATER ENGINEERING DEPARTMENT. THE ENGINEER SHALL PERFORM A DETAILED PRE-BID INSPECTION OF THE TANKS (2 one million gallon elevated tanks) (1 five hundred thousand gallon elevated tank) SUFFICENT TO DETERMINE THE CONDITION OF THE TANK INTERIOR, EXTERIOR, SUPPORTING STRUCTURE, FOUNDATIONS, AND ACCESSORIES. A CERTIFIED ENGINEERING REPORT IS TO BE ISSUED CONCERNING THE FINDINGS AND RECOMMENDATIONS AND COST ESTIMATES FOR WORK TO BE DONE.

EFFECT OF PASSAGE REPAIR AND REPAINTING OF THREE ELEVATED TANKS FOR THE WATER ENGINEERING DEPARTMENT

EFFECT OF NON-PASSAGE THE ABOVE DESCRIBED AGREEMENT CANNOT BE EXECUTED.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) $2,700.00 AFTER REVIEW OF PRELIMINARY INSPECTION, $500.00 AFTER COMPLETION & SUBMISSION OF THE FINAL DRAWINGS AND SPECIFICATIONS, AND THEN, $310.00 PER INSPECTION WHICH INCLUDES TRAVEL AND EXPENSES - TO BE PAID FOR BY CITY UTILITIES.

ASSIGNED TO COMMITTEE

SA